



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION

Governor's Highway Safety Office

James K. Polk Building, 18<sup>th</sup> Floor

505 Deaderick Street

NASHVILLE, TENNESSEE 37243-0341

Phone: (615) 741-2589

Fax: (615) 253-5523

September 30, 2009

Dear Grantee,

Enclosed you will find one original copy of the grant application and contract for the above project. Please review the documents carefully because changes may have been made to the application and accompanying budget based on available funding, allowable purchases, programmatic requirements and NHTSA regulations. In addition to the contract packet, we have enclosed other forms including 1) the grantee packet checklist, 2) signatory authority statement, 3) the Buy America/ IACP Rules, 4) the Drug-Free Workplace Policy, and finally 5) a W-9 tax form (with optional accompanying ACH form for grantees wanting automatic deposit of reimbursement payments).

In order for your grant to be processed, we require that **ALL** of these documents be reviewed and signed by the appropriate authorities (please note that both the contract and the application must be signed individually). Even if your agency has previously completed a document you receive, please review, sign, and return the document to assist us in more quickly processing your grant application. Just the one original copy of the contract, application, and other forms need to be returned to our office.

After all documents are reviewed and all forms have been signed, please mail these documents back to our office. Document packets should be mailed back within seven days of receipt. Once the contract and application have been processed by our office and TDOT, we will return a signed copy to your office. To expedite service and insure that the documents are delivered directly to this department, we recommend you return your signed grant contracts to our office by overnight delivery. We appreciate your cooperation in returning the signed contract to us in the time specified. We will do everything to expedite full execution once we receive them.

All grantees are required to attend a Grant Orientation Training Session. Please use the enclosed form to select the most convenient session and return the form to us via fax. You may release your grant award to the press as of October 14, 2009. We thank you for your interest in promoting highway safety on Tennessee's roadways. Please feel free to contact me or any of the GHSO staff at (615) 741-2589, if you should have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Mia Vickers", is positioned above the typed name.

Mia Vickers, Deputy Director  
GHSO

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF TRANSPORTATION  
AND  
Shelby County Office of Early Childhood and Youth**

This Grant Contract, by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" and Shelby County Office of Early Childhood and Youth hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000841-16

**A. SCOPE OF SERVICES:**

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. The Grantee shall undertake Occupant Protection Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan. Services may include child passenger safety centers that are equipped with personnel that can install and provide car seats, and conduct car seat safety checkpoints; law enforcement activities related to seat belt and child restraint usage; administering of curriculum for National Highway Traffic Safety Administration (NHTSA) child passenger safety training and certification; and evaluation of child passenger safety training and seat belt usage.
- A.3. The Grantee shall prepare and submit to the State, progress reports as required, but at a minimum a quarterly report, on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30.
- A.4. Quarterly reports are due in the State office no later than the 15<sup>th</sup> of the month following the quarter covered by the reporting period. The Grantee agrees:
  - a. To prepare and submit to the State a final report for each grant, on the form specified by the State, forty-five (45) days following the final quarter.
  - b. That all manufactured products used in implementing the project which is funded under this contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
  - c. That each sub-grantee receiving funds under this contract has an acceptable financial management system pursuant to 49 CFR 18.20.
  - d. That each sub-grantee receiving funds under this contract has an acceptable procurement system pursuant to 49 CFR 18.36.
  - e. To permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes.
  - f. That facilities and equipment acquired under this contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.

# GRANTEE CONTRACT/APPLICATION PACKET CHECKLIST

(Must Be Signed\* & Returned With Grant Packet):

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Contract (REQUIRED) ☐

-the contract must be signed by the person in your organization with the legal authority to contractually obligate your agency to the terms contained within the application and contract. Alternatively, that person may grant another person (usually the grant project director) the authority to sign the contract and future documents related to the grant on behalf of your agency. This process is accomplished by completing and returning the enclosed Signature Authority Consent Form. Please return only the ONE original copy of the contract.

Application (REQUIRED) ☐

-the application must be signed; please see the notes above.

Signature Authority Consent Form (REQUIRED) ☐

-usually only an executive or highest official within your agency is entitled to sign contracts and other documents on behalf of an organization. By completing this form, your agency can designate someone (usually the project director) as an individual allowed to sign grant related documents (claims, status reports, etc.) on behalf of your agency. This is generally a convenient method of doing business chosen by most grantees. Even if your agency chooses not to designate someone, please return the enclosed form indicating your choice not to select a designee.

Buy America/IACP Rules (REQUIRED) ☐

-even if your agency is not law enforcement, please sign and return this form.

Drug Free Work Place (REQUIRED) ☐

-the project director for the grant should sign and return this form. You will need to make sufficient copies to distribute this form to ALL grant-funded employees. Even if your office and employees have already signed a similar form, please sign and return this form.

W-9 Tax Form (REQUIRED) ☐

-this form must be completely filled out (including name and address of grantee, tax designation, and tax id number), signed, and returned by each grant agency. Even if you believe you have completed this form in the past, please sign and return it to help us more swiftly process your grant contract.

ACH Automatic Deposit Form (OPTIONAL) ☐

-this form is optional (it is the ONLY optional form) and needs to be filled out and returned only by grantees who would like their reimbursement checks to be sent via automatic (direct) deposit.

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**\*I certify that I have read the above document in its entirety and that all of the "REQUIRED" forms have been completed and signed and are included with this checklist.**

\_\_\_\_\_  
**Project Director**



**G R A N T**

(GG-type cost reimbursement grant to a federal or Tennessee local or quasi-governmental entity)

<b>Agency Tracking #</b>			<b>Edison ID</b>		
<b>Grantee (legal entity name)</b>			<b>Grantee Federal Employer Identification or Social Security #</b>		
Shelby County Office of Early Childhood and Youth Service			<input checked="" type="checkbox"/> X	C- or	V- 626000841-16
					<b>DGA</b>
Child Passenger Safety Training and Community Education					DG-10-28725-00
<b>Grant Begin Date</b>	<b>Grant End Date</b>	<b>Subrecipient or Vendor</b>			<b>CFDA #(s)</b>
October 1, 2009	September 30, 2010	<input checked="" type="checkbox"/> X	Subrecipient	<input type="checkbox"/>	Vendor
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2010		\$310,168.45			\$310,168.45
<b>TOTAL:</b>		\$310,168.45			\$310,168.45
<b>American Recovery and Reinvestment Act (ARRA) Funding -</b>			<input type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/> X <b>NO</b>
OCR Use			<b>Agency Contact &amp; Telephone #</b>		
			Audra Colvin 741-2498		
			<b>Agency Budget Officer Approval</b> (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		
			<b>Speed Code</b> (chart)	<b>Account Code</b>	
<b>Grantee Ownership/Control</b>					
<input type="checkbox"/> African American <input type="checkbox"/> Person w/ Disability <input type="checkbox"/> Hispanic <input type="checkbox"/> Small Business <input checked="" type="checkbox"/> X Government <input type="checkbox"/> Asian <input type="checkbox"/> Female <input type="checkbox"/> Native American <input type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other					
<b>Grantee Selection Method</b>					
<input checked="" type="checkbox"/> X Alternative Competitive Method * <input type="checkbox"/> Non-Competitive Negotiation * <input type="checkbox"/> Other *					
<b>*Procurement Process Summary</b>					
Vendor ID		44		Z#	Z-10-220399-00
Address ID		16		Program Manager	Deborah Scruggs

g. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state (1) the percentage of the total cost of the project which will be financed with federal funds, and (2) the dollar amount of federal funds for the project.

A.5. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this grant by delivery of a copy of the Drug Free Workplace Statement and to notify such employees that as a condition of employment, he or she will abide by the terms of the Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b. To notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction, provided for in the preceding paragraph.
- c. To take the following two actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three preceding paragraphs.

A.6. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents, incorporated by reference or attachment, shall govern in order of precedence as detailed below.

- a. this Grant Contract and all of its attachments and exhibits, excluding the documents listed at b. and c., below;
- b. the associated grant proposal solicitation, if any, along with any associated amendments; and
- c. the Grantee's proposal Attachment 2 incorporated hereto as additional description of the scope of services requirements.

**B. GRANT CONTRACT TERM:**

This Grant Contract shall be effective for the period commencing on October 1, 2009 and ending on September 30, 2010. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred and Ten Thousand One Hundred and Sixty-Eight Dollars and Forty-Five Cents (\$310,168.45). The Grant Budget, attached and incorporated herein as a part of this Grant

Contract as Attachment One, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Governor's Highway Safety Office  
505 Deaderick St., 18<sup>th</sup> Floor  
Nashville, TN 37243

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
  - (1) Invoice/Reference Number (assigned by the Grantee);
  - (2) Invoice Date;
  - (3) Invoice Period (period to which the reimbursement request is applicable);
  - (4) Grant Contract Number (assigned by the State to this Grant Contract);
  - (5) Account Name: Department of Transportation, Governor's Highway Safety Office;
  - (6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
  - (7) Grantee Name;
  - (8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
  - (9) Grantee Remittance Address;
  - (10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
  - (11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:
    - i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
    - ii. Amount Reimbursed by Grant Budget Line-Item to Date;
    - iii. Total Amount Reimbursed under the Grant Contract to Date; and
    - iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.
- b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:

- (1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
    - (2) not include any reimbursement requests for future expenditures.
  - c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.
  - d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.

- C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

#### **D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least ninety (90) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.



- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Department of Transportation." Any such notices by the Grantee shall be approved by the State.

- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*.
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.
- D.17. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with

applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

**The State:**

Kendell Poole, Director  
Governor's Highway Safety Office  
505 Deaderick St. 18<sup>th</sup> Floor  
Nashville, TN 37243  
Telephone # 615-741-2589  
FAX # 615-253-5523

**The Grantee:**

Julie Coffey, Administrator  
Shelby County Office of Early Childhood and Youth  
600 Jefferson Avenue  
Memphis, TN 38105  
Julie.Coffey@shelbycountyttn.gov  
Telephone # (901) 526-1822  
FAX # (901) 576-8851

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
  - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding

the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.

- c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: [www.state.tn.us/finance/rds/ocr/waiver.html](http://www.state.tn.us/finance/rds/ocr/waiver.html). The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E. 5. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E. 6. State Interest in Equipment. The Grantee shall take legal title to all equipment and to all motor vehicles, hereinafter referred to as "equipment," purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. "Equipment" shall be defined as an article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds \$5,000.00.

As authorized by the provisions of the terms of the Tennessee Uniform Commercial Code — Secured Transaction, found at Title 47, Chapter 9 of the *Tennessee Code Annotated*, and the provisions of the Tennessee Motor Vehicle Title and Registration Law, found at Title 55, Chapter 1 of the *Tennessee Code Annotated*, an intent of this Grant document and the parties hereto is to create and acknowledge a security interest in favor of the State in the equipment and/or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant document. A further intent of this Grant document is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grants between the State and the Grantee.

The Grantee hereto grants the State a security interest in said equipment. This agreement is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and

inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment with an identification number which is cross referenced to the equipment item on the inventory control report. The Grantee shall inventory equipment annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment purchased with funding through this grant within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment loss describing reason(s) for the loss. Should the equipment be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment purchased with Grant funds. All equipment shall be disposed of in such a manner as parties may agree from among alternatives approved by Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- E.7. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Grantee to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Grantee will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Grantee exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Grantee's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Grantee of this Grant Contract; previously possessed by the Grantee without written obligations to the State to protect it; acquired by the Grantee without written restrictions against disclosure from a third party which, to the Grantee's knowledge, is free to disclose the information; independently developed by the Grantee without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Grant Contract.

- E.8. State Furnished Property. The Grantee shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Grantee's temporary use under this Grant Contract. Upon termination of this Grant Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the residual value of the property at the time of loss.
- E.9. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

**IN WITNESS WHEREOF,**

**Shelby County Office of Early Childhood and Youth:**

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**GRANTEE SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)**

**DEPARTMENT OF TRANSPORTATION:**

---

**GERALD F. NICELY, COMMISSIONER**

**DATE**

---

JOHN REINBOLD, GENERAL COUNSEL  
APPROVED AS TO FORM AND LEGALITY

DATE



ATTACHMENT ONE  
GRANT BUDGET  
(BUDGET PAGE 1)

<b>Agency Name:</b>	Shelby County Office of Early Childhood and Youth			
<b>Project Title:</b>	Child Passenger Safety Training and Community Education			
<b>APPLICABLE PERIOD:</b> The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning October 1, 2009 and ending September 30, 2010.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries and Benefits & Taxes	\$161,664.81	\$0.00	\$161,664.81
4 15	Professional Fee/ Grant & Award <sup>2</sup>	\$35,500.00	\$0.00	\$35,500.00
5, 6 7, 8 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings	\$111,303.64	\$0.00	\$111,303.64
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup> (detail attached)	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup> (detail attached)	\$1,700.00	\$0.00	\$1,700.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$310,168.45</b>	<b>\$0.00</b>	<b>\$310,168.45</b>
<p><sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, <i>Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A</i>, (posted on the Internet at: <a href="http://www.state.tn.us/finance/rds/ocr/policy03.pdf">www.state.tn.us/finance/rds/ocr/policy03.pdf</a>).</p> <p><sup>2</sup> Applicable detail attached if line-item is funded.</p>				

ATTACHMENT ONE CONTINUED  
 GRANT BUDGET LINE-ITEM DETAIL INFORMATION  
 (BUDGET PAGE 2)

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Consultant	\$25,000.00
Other	\$10,500.00
TOTAL	\$35,500.00

OTHER NON-PERSONNEL	AMOUNT
TOTAL	\$0.00

CAPITAL PURCHASE	AMOUNT
PC Computers, Equipment (Less Than \$5,000)	\$1,700.00
TOTAL	\$1,700.00

## Cost Estimates (SUMMARY FROM PART TWO)

PERSONNEL SERVICES (salaries & benefits):	\$161,664.81
PROFESSIONAL FEES (consultants, personal services contractors, accounting & auditing fees):	\$35,500.00
NON-PERSONNEL (supplies, communications, postage printing, occupancy, equipment rental & maintenance, travel, meetings and conferences):	\$111,303.64
OTHER NON-PERSONNEL (advertising, organization permits):	\$0.00
CAPITAL PURCHASES (Equipment Under \$5,000 & Over \$5,000):	\$1,700.00
SUB-TOTAL:	\$310,168.45
INDIRECT COSTS (0%):	\$0.00
TOTAL COSTS:	\$310,168.45

## Revenue Sources

Federal:	100%	\$310,168.45
Local Government:	0%	\$0.00
Other:	0%	\$0.00
Total Revenue:	100%	\$310,168.45

Claim Submitted: Monthly

## PART TWO - DETAILED GRANTEE APPLICATION

### APPLICATION FOR HIGHWAY SAFETY GRANT

**RFP TITLE: 10434-Child Passenger Safety Training and Community Education**

**PROJECT TITLE: Child Passenger Safety Training and Community Education**

Application ID:	12698	Grant Class:	Initial
Grant Category:	Occupant Protection	Prior ID:	
Status:	Submitted	Grant Year:	2010
State:	Locked		

#### Contact Information

Agency Name:	Shelby County Office of Early Childhood and Youth	Project Director:	Coffey, Julie
Type:	County Health Department	Title:	Administrsator
Tax ID:	626000841	Phone:	(901) 526-1822
Governmental Unit:	County	Fax:	(901) 576-8851
Address 1:	600 Jefferson Avenue	Email:	Julie.Coffey@shelbycountyttn.gov
Address 2:		Financial Officer:	
City:	Memphis	Title:	
State:	TN	Phone:	
County:	Shelby	Fax:	
Zip:	38105	Email:	
Main Phone:	(901) 526-1822		
Main Fax:	(901) 576-8851		

#### Cost Estimates (SUMMARY FROM PART TWO)

PERSONNEL SERVICES (salaries & benefits):	\$161,664.81
PROFESSIONAL FEES (consultants, personal services contractors, accounting & auditing fees):	\$35,500.00
NON-PERSONNEL (supplies, communications, postage printing, occupancy, equipment rental & maintenance, travel, meetings and conferences):	\$111,303.64
OTHER NON-PERSONNEL (advertising, organization permits):	\$0.00
CAPITAL PURCHASES (Equipment Under \$5,000 & Over \$5,000):	\$1,700.00
SUB-TOTAL:	\$310,168.45
INDIRECT COSTS (0%):	\$0.00
TOTAL COSTS:	\$310,168.45

#### Revenue Sources

Federal:	100%	\$310,168.45
Local Government:	0%	\$0.00
Other:	0%	\$0.00
Total Revenue:	100%	\$310,168.45

Claim Submitted: Monthly

Other Name	Classification	Cost	Quantity	Total
Other Non-Personnel Costs Total:				\$0.00

## Capital Purchases

### Equipment (Less Than \$5,000)

Name	Classification	Cost	Quantity	Total
PC Computers	Equipment (Less Than \$5,000)	\$1,700.00	1.0	\$1,700.00
Total:				\$1,700.00

### Equipment (\$5,000 or More)

Name	Classification	Cost	Quantity	Total
Total:				\$0.00

Capital Purchases Total: \$1,700.00

## Indirect Cost

*(audited rate as determined by cognizant federal agency or the state Comptroller's Office subject to approval by NHTSA - Explain and submit copy of Certificate of Indirect Cost (maximum allowed - 15%))*

### Indirect Cost Details

Percent	Total
0%	\$0.00

Indirect Cost Total: \$0.00

## Total Costs

Total Costs \$310,168.45

## Attachments

## Problem Statement

*Identify current problems. Include summary of past and current GHSO Projects. Focus on human, vehicle, and environmental factors contributing to crashes and their severity; identify target locations. Use data to support the need for the project (include at a minimum, data over a three year period). Include an explanation as to how the problem was documented.*

Motor vehicles crashes resulting in injuries are the leading cause of death for children ranging in age from three to six and eight to fourteen years of age. In 2007, an average of five children, age fourteen and younger were killed and another 548 injured in motor vehicle crashes in the United States. Child safety seats reduce the risk of fatal injury by 71% for infants and 54% for toddlers riding in passenger cars. Placing children in age and size appropriate car seats and booster seats can reduce serious and fatal injuries by more than half. How a child rides in a car may be just as important as external factors such as vehicle speed and road conditions.

Restraint use among young children often depends upon the driver's seat belt use. According to the Centers for Disease Control and Prevention, almost 40% of children riding with unbelted drivers were themselves unrestrained. Unrestrained children are 4.2 times more likely to die in a crash than restrained children. Child restraint systems are often used incorrectly. One study found that 72% of nearly 3,500 observed cars and booster seats were misused in a way that could be expected to increase a child's risk of injury during a crash. Yet through appropriate and consistent use of child safety seats can prevent many of the vehicle related deaths and injuries among children.

To reduce injuries and fatalities among children aged nine and under, Tennessee passed a progressive child restraint law that will decrease morbidity and mortality from unintentional injury due to motor vehicle crashes. The law took effect in July 2004 and has been a catalyst for considerable efforts within the state to educate the public and hopefully induce voluntarily compliance.

The problem is non-use and incorrect use of child safety seats by a significant number of Caucasian, African American, Hispanic, and Asian parents and care givers. An estimated 85% of children who are placed in car seats and booster seats are improperly restrained. The overall results of a 2007 National Highway Transportation Safety Administration (NHTSA) research note revealed that regional child restraint use was lowest in the South at 85%; in the Northeast and Midwest child restraint use was at 88% and in the West it was 94%. Locally, Tennessee continues to have one of the lowest rates of child safety seat usage in the nation and unfortunately, one of the highest rates of traffic deaths as well. As previously stated, a properly installed child safety seat can reduce the mortality of infants by 71% and toddlers 54%. When used correctly child safety seats can also reduce serious and life threatening injuries.

Another issue surfacing in Tennessee and across the nation is the lack of certified African American and Hispanic child passenger safety (CPS) technicians. This is especially important to address because a recent report from the Centers for Disease Control and Prevention showed that in the state of Tennessee the African American community represented 35.3% of motor vehicle fatalities and the Hispanic community 50%. Among children whose race/ethnicity was known, the percentages of unrestrained Black and Hispanic children were at least six times those of non-Hispanic whites (12% and 14%, respectively, versus 2%). The WTCPS will emphasize the recruitment and retention of both African American and Hispanic technicians.

The LATCH system in newer vehicles was created to allow for easier installation of car seats, but according to the NHTSA, many parents continue to improperly use the safety LATCH technology. The LATCH system was designed to better secure child safety seats in vehicles through upper tethers and anchors. This system is in place to reduce the tilting or rotation of the seat during a frontal crash. The NHTSA study revealed that more education is needed for parents on how to use the system correctly and prevent injuries or fatalities from crashes.

## Attachments

## Proposed Solution

*What long-range goal in the GHSO Performance Plan does this project support?*

This project supports occupant protection goal of the GHSO Performance Plan. Occupant protection is

supported by the WTCPSC because their primary goal is to promote and increase the proper usage of safety belts and child safety seats. The WTCPSC supports this goal as it continues the following in West Tennessee:

- Recruit, educate, train, certify, and re-certify Child Passenger Safety Technicians.
- Plan and conduct interventions to increase the appropriate use of child safety seats. These interventions will be done through:
  - o Conducting child seat inspections at sites in low-income and minority neighborhoods.
  - o Conducting child seat inspections at strategically designated sites that see a high volume of families with infants and children and/or vehicles.
  - o Providing child safety seats to parents whose car seat has been deemed unsafe (missing parts, on recall, damaged in a crash 30mph or more).
  - o Providing culturally appropriate community education on proper restraint of child safety seats.
- Increase the pool of certified Child Passenger Safety Technicians in order to increase the number of inspections performed annually.
- Increase the pool of certified Child Passenger Safety Technicians in order to expand the types of inspection sites annually.
- Demonstrate that rates of appropriate use of child safety seats increases over time with repeated interventions. Develop improved educational materials and strategies by working collaboratively with community-based public and private agencies to promote the proper use of child safety seats in all vehicles.

*Identify the target groups where the solution is designed to affect.*

The ultimate consumers of the WTCPSC's programs are children from birth to age nine. In order to reach this group most effectively, the WTCPSC will offer educational opportunities to parents, grandparents, children, caregivers, daycare operators, schools (Head start and elementary), car dealerships, churches, insurance agencies, and vehicle inspection agencies. In addition, the WTCPSC has formed a strong coalition including health care professionals, community safety workers, childcare workers, church leaders, educators, and law enforcement officers.

West Tennessee is a diverse geographic region including a mixture of urban, suburban, and rural communities with Caucasian, African American, Asian, and Hispanics. In West Tennessee, the Hispanic population is growing and impacting the demographics of this region. Because of the population growth, the WTCPSC continues to develop culturally appropriate strategies for technicians to educate, train, and implement its programs. The WTCPSC plans to seek out Officer Spanish Communication courses to enhance the communication between the Hispanic communities and the West Tennessee Child Passenger Safety Center. The WTCPSC has also developed a relationship with local Hispanic newspapers such as the La Campana and The Hispanic Solution. In order to reach these communities effectively, the WTCPSC will pay particular attention to:

1. Curriculum materials
2. Educational materials
3. Course content
4. Cultural issues
5. Language barriers
6. Learning styles
7. Mentoring needs

*Describe the chosen interventions.*

The WTCPSC will deliver interventions in the four domains listed:

1. Non-use of child safety seats
2. Incorrect use of child safety seats
3. Data of child safety seat use and misuse
4. Safety technician certification and re-certification

The WTCPSC has established several permanent inspection (fitting) stations in the West Tennessee area so that parents and caregivers can make appointments to have their child safety seats checked for correct installation. The data collected at fitting stations will reflect the obvious need for this service and the statistics are likely to suggest that requests for this service will continue to grow.

The WTCPSC will establish several visiting or promotional inspection (fitting) stations in the West Tennessee area in targeted areas of low-income and minority neighborhoods and sites that see a high volume of families with infants and children and/or vehicles.

The WTCPSC will collect data at child passenger safety checkpoints conducted by certified child passenger safety technicians. The WTCPSC created a standardized form designed to obtain data that will reflect the number of seats checked at our child passenger safety checkpoints, office, and inspection stations across the area, the number of child safety seats misused, the number of children arriving without child safety seats, and the number of seats distributed in the West Tennessee area. The child passenger safety checkpoints are currently conducted at Head Start centers, daycare centers, hospitals, and other locations that can reasonably accommodate observations of motor vehicle occupant child passenger restraints.

The WTCPSC will expand its outreach efforts by working with hospitals on their discharge policies and in providing literature to all mothers and newborns discharging from hospitals through "Welcome Baby" boxes distributed by Porter-Leath, car dealerships for proper latch/anchor use, insurance agencies for car seat safety education to their clients, general vehicle inspection stations for proper latch/anchor use and referrals, agencies that offer services to the disabled for proper use of safety restraints for special needs children, and those strategically designated agencies that serve a high volume of families with infants and children.

The WTCPSC has established itself as one of the leading forces in the state promoting the correct use of child safety seats. The center has developed specific child safety seat training programs in addition to periodically offering the 32-Hour NHTSA Standardized Child Passenger Safety Course which certifies Child Passenger Safety Technicians for two years. The WTCPSC is currently the leading provider of NHTSA's 32 hour training in West Tennessee area and for that reason, is receiving more requests for this service.

The WTCPSC will purchase child safety seats to be distributed, based on need, to parents who attend scheduled child passenger safety checkpoints conducted by the WTCPSC. The distribution of a child safety seat will only be done if a parent's child safety seat is deemed to be unsafe (missing parts, on recall list, outdated, in crash, or if no history can be retrieved from the child safety seat.) The old car seat will be taken and destroyed so that it remains out of circulation.

*Describe the rationale behind the interventions (i.e., why you believe the intervention(s) will work).*

1. Non-use of child safety seats. The WTCPSC will offer the following:

- A booster seat education program that will focus on reaching the community through elementary school programs, Head Start, daycare centers, car dealerships, insurance agencies, church programs, groups that serve persons with special needs, and other community-based organizations.
- A curriculum has been developed in-house to deliver child passenger safety knowledge to the audience served.
- Direct mailings will be provided to help organizations to foster child passenger safety education.
- The WTCPSC will offer introductory workshops and child passenger safety checkpoints to elementary schools, Head Starts, hospitals, car dealerships, insurance agencies, general vehicle inspection stations, organizations that offer services to persons with special needs, and strategically selected "promotional" sites that see a high volume of families with infants and children.

Parents underestimate the risks involved in transporting children without appropriate child safety seats. Thus, it is necessary to seek out parents and other caregivers who transport children in order to have a positive impact on their behavior and to increase the use of restraints. Public, private, and faith-based organizations are an ideal place to reach adults and children.

The problem of unrestrained children continues to be reflected in various Tennessee counties that have the highest numbers of unrestrained children. For many, the law enforcement agencies in those counties lack the necessary resources to send officers to the 32-Hour NHTSA Child Passenger Safety Course as do the Health departments whose health educators serve those counties. The WTCPSC proposes to offer four hour child passenger safety training workshops taught by CPS technicians and instructors for law enforcement agencies, health educators, child care professionals, and other interested citizens in those targeted counties. The need for a proactive intervention in this area is significant given the typically low numbers (frequently zero) of certified child passenger safety technicians in several counties. People attending the classes will receive education in the basics of child passenger safety, practice safety seat installation under the supervision of certified technicians – who will provide direct feedback, and receive educational materials/forms that can be reproduced for distribution in their communities or used at their fitting station.

2. Incorrect use of child safety seats. To address the problems of misuse, the WTCPSC will continue its five-pronged intervention model:

- Offer a well-established 32-Hour NHTSA standardized Child Passenger Safety course in locations throughout West Tennessee and publicize the program to groups that have direct contact with parents,



caregivers, and children in their communities.

- Four-hour CPS workshops will be taught at surrounding hospitals, schools, daycare centers, car dealerships, insurance agencies, disabled persons service agencies, general vehicle inspection stations, and churches. These classes will not lead to certification, but will introduce a number of people to the basic concepts of child occupant protection and give them hands on experience installing child safety seats correctly.
- The WTCPSC will continue to work directly with community organizations that have CPS technicians on staff to serve as CPS inspection stations and offer regularly scheduled checkpoints in their communities. In addition, new relationships will be formed to establish additional fitting stations and regularly scheduled checkpoints.
- The WTCPSC will continue to add resources to its library of appropriate educational CPS literature with assistance from the education and public awareness teams of the University of Tennessee Traffic Safety Resource Service and the National Center for Optimal Health (NCOH). The rationale for this is that there will be available up-to-date, appropriate and relevant information for the audience served.
- The WTCPSC plans to research public policy and establish a relationship with public policy teams to explore initiatives that may have a positive social impact on enhancing the correct use of child safety seats.

### 3. Collection of data on child safety seat use and misuse.

In order for the WTCPSC to assess the results of its programs accurately, it has developed a method of data collection that produces a viable body of knowledge specifically relevant to the West Tennessee area which will be utilized to improve CPS programs and education in the region. The WTCPSC has its own standardized form that will be used at child passenger safety checkpoints. Databases have been created to track the number of checkpoints conducted, how many child safety seats have been checked at those checkpoints, how many child safety seats have been misused, how many child safety seats were deemed unsafe, how many seats were given out at a given checkpoint, and how many seats were provided at a checkpoint. In addition, databases have been created that will track information on individuals trained in the state as CPS technicians/instructors.

In order to coordinate relevant data and information, WTCPSC continues to do the following: collaborate with coalition members and technicians to conduct baseline and interim observations of child passenger restraint use at Head Starts, daycare centers, churches, and other locations that can reasonably accommodate observational studies. With the cooperation and active participation of child passenger safety technicians, the improved data-collection program will instill greater accountability in the Child Passenger Safety program. It will provide critical current safety data with regard to non-use and incorrect use of child passenger restraint devices and produce important information about perceived barriers and facilitators of restraint usage and law compliance by adults. The problems and issues encountered in the field must be documented and analyzed to identify potential new areas for the intervention, to ensure that current efforts are effective, and to document the progress made in efforts to keep Tennessee's children safe.

Examples of issues on which data may be collected include the following:

- Parent and technician knowledge of best practices of child safety seat installation.
- Assess perceived risk of various misuses of a child safety seat and the perceived risk of using a lap belt only vs. lap and shoulder belt with a booster seat.
- Assess perceived risk of child riding in the front seat vs. other seat placements.
- Assess parents and technicians perceived ease of finding additional information/answers to their CPS questions.
- Assess where parents actually get answers to their CPS questions.
- Assess demographic information on parents to determine if there is any relationship between demographics and CPS knowledge and restraint use/misuse, so that specialized interventions can be used if needed.
- Assess CPS variables – e.g. type of seat, how often it is moved, how many seats are designated for a child (multiple seats for multiple cars), how the parent learned to install, whether they have attended a seat check event.
- Assess knowledge of child passenger safety laws. Assess understanding of reasons for recommendations/laws.
- Assess perceptions about enforcement of new CPS laws.
- Assess the percentage of parents who would voluntarily put their child in a booster seat if the law didn't require it.
- Survey parents in a non-checkpoint setting (e.g. at a mall, store, or community event) and compare data from checkpoint participants to data from non-checkpoint participants.
- Ask respondents for ideas about what would motivate the general public to increase child passenger safety (rewards and punishments).

- Ask respondents to give ideas for how to best disseminate CPS information and deliver CPS education.
- Assess what barriers parents perceive to abiding by certain CPS best practice recommendations.
- Conduct brief pre- and post-test knowledge questionnaires with technicians at trainings.

In order to continue to offering guidance and encouragement to CPS technicians in the region, the WTCPSC will offer the following services:

- Serve as mentors to Child Passenger Safety Technicians and organizations serving as CPS inspection stations in their areas.
- Serve as coordinators of CPS activities in the West Tennessee area and maintain and publicize a calendar of those activities on the GHSC website.
- Organize checkpoints in the West Tennessee area.
- Gather checkpoint data.
- Maintain an email notification list of CPS technicians and inspection stations in the West Tennessee area to keep them informed of area activities and of CPS alerts.
- Deliver child passenger safety information, advice, and educational literature to CPS technicians, law enforcement agencies, and healthcare professionals in the West Tennessee area.
- Conduct CPS training courses.
- Offer assistance and skill assessments to CPS technicians seeking re-certification.

#### 4. Child Passenger Safety Technicians Certification and Certificate Renewal

The WTCPSC will continue to offer guidance and specific training to technicians seeking to certify or re-certify. In addition, the WTCPSC will provide outreach in order to recruit new technicians and expand its efforts.

The WTCPSC will contact technicians two months before their certification expires to encourage them to re-certify. CPS educators in each area will serve as mentors to all technicians and will be available to offer update classes and skill assessments to technicians seeking continuing education for re-certification. The change in Tennessee's Child Passenger Safety Law has underlined the enormous need for an increased number of Certified Child Passenger Safety Technicians in the state, especially an increased number of African American and Hispanic technicians. The WTCPSC will work closely with community partners to recruit African American and Hispanic technicians.

*Describe the resources to be used in carrying out the intervention(s):*

- *Manpower requirements and how they will be utilized*
- *Equipment requirements and how it will be utilized*

The WTCPSC has a full time center director/lead trainer who assigns work tasks and organizes daily grant activities. In addition, the Director is responsible for networking with other agencies, program planning, staff supervision, preparing reports, conducting/attending meetings, maintaining data, working with the media, and other activities deemed necessary to fulfill the grant objectives.

The WTCPSC also has a full-time Safety Educator. The Safety Educator is valuable because they make CPS education efforts more available and visible through active outreach in the urban, suburban, and rural areas of West Tennessee. Were the Safety Educator not already certified, they would be required to obtain CPST certification within the first six months of employment with plans to obtain CPST instructor status. The WTCPSC Safety Educator also maintains a library of culturally appropriate child passenger safety literature, educational literature, flyers, and power point presentations that can be distributed to CPS technicians for use in their communities.

A full-time Program Administrative Specialist has been added to assist management with maintaining CPS related projects. The primary duties of the Program Administrative Specialist will be to assist the staff with a complex level of clerical support including but not limited to:

- Monitoring grant activity for compliance with application and facilitate necessary actions as directed by management and/or Grant Coordinator.
- Ensure appropriate travel authorization and expense reports are complete with supporting documentation.
- Draft grant modification requests and track budgets.
- Prepare monthly report of grant activities for submission to SCSO Grant's office.
- Provide assistance as needed at safety fairs and conferences.
- Collect appropriate documents and draft reports for financial reimbursement through the grant programs.
- Perform other related duties as assigned.

*If the project contains training or similar activities, indicate:*

- *Specific type training planned*
- *How the need for and type of training planned was identified*
- *Number of persons affected*
- *Where the training will be held, duration of training, subjects covered, etc*

The West Tennessee Child Passenger Safety Center will conduct at least five 32-hour NHTSA Child Passenger Safety training workshops throughout the West Tennessee area. These classes will certify at least 50 new CPS technicians annually. The CPS Safety Educator will conduct at least three, four-hour CPS workshops quarterly in the West Tennessee area for a total of 12 workshops during the grant year. The classes will reach at least 75 people annually.

The WTCPSC staff will attend GHSO sponsored trainings such as the National and Tennessee Life Saver's Conference. In addition to the Kidz In Motion (KIM) Conference held annually, and any other trainings that may be deemed beneficial for the program.

*List the specific goals and objectives for the project.*

1. To decrease the number of non-use of child passenger restraints by the end of the grant year
  - The CPS Safety Educator will conduct three education programs quarterly for the West Tennessee area for a total of 12 programs during the grant year.
  - The WTCPSC will conduct checkpoints during the Click It or Ticket Campaign and Child Passenger Safety Week. The checkpoints will track the number of child safety seats checked, the number of child safety seats that are misused, the number of children that did not arrive with child safety seats, and the number of child safety seats that were replaced because they were deemed unsafe.
2. Reduce incorrect use of vehicle safety restraint numbers
  - The WTCPSC will conduct at least five 32-Hour NHTSA Standardized Child Passenger Safety Training Courses in West Tennessee annually. The training programs will certify at least 50 child passenger technicians per year.
  - The WTCPSC will conduct two checkpoints quarterly in the West Tennessee area sponsored solely by the WTCPSC. In addition, the Center may partner with the SCSO and the SCSO to conduct checkpoints during saturations.
  - The WTCPSC will work to include check points at general vehicle inspection stations and strategically selected "promotional" sites that see a high volume of families with infants and children. The checkpoints will track the number of child safety seats checked, the number of child safety seats that are misused, the number of children that did not arrive with child safety seats, and the number of child safety seats that were replaced because they were deemed unsafe.
  - A formal report will be submitted annually to reflect how many seats have been checked at each inspection station across the West Tennessee area, including the WTCPSC and at checkpoints conducted throughout the year. The report will also provide information on how many child safety seats were misused, how many seats were deemed unsafe, how many seats were distributed, how many children arrived without a seat, and how many total hours technicians in the West Tennessee area worked at surrounding checkpoints.
3. Increase the number of Child Passenger Safety Technicians certified and the number re-certified.
  - The WTCPSC will recruit CPST from law enforcement agencies and community organizations, certifying at least 50 technicians by the end of the grant year.
  - The WTCPSC will make itself available as a resource and send out information periodically to surrounding area technicians on how to renew their certification.
  - The WTCPSC will be available to any technicians needing to check off on installations for re-certification.

## Attachments

## Method of Evaluation

*Evaluation of program effectiveness should be able to answer such questions as:*

- *Was the program conducted as planned?*
- *Did the program reach the intended target group?*
- *Did the program achieve what it intended (e.g., change behavior or attitudes, educate people)?*
- *What did the program cost (in terms of dollars, person-hours of effort, donated materials)?*

*Describe the outcome(s) you are measuring*

Outcome evaluation will consist of the completion of standardized checklist forms, one for each vehicle that is examined. The forms will be used to track the misuse rate throughout the West Tennessee area. The rates will be plotted over time to determine whether the expected decrease occurs.

*Describe the method(s) you will be using for collecting data (e.g., self-report, observations, physical trace analysis, surveys, etc.)*

1. The process of evaluation and data collection will consist of:
2. Documentation of coalition membership
3. Documentation of coalition meetings
4. Scheduling and conducting child passenger safety checkpoints
5. Participating in community education activities and events
6. Media outreach through local media, including newspapers, radio, and television
7. Mailing out surveys to parents after each checkpoint and installation is completed at an inspection station

*For the next three, describe the type(s) of data you will be collecting:*

- *Administrative data*

The WTCPSC will be collecting data on the activities and products of the center and outcome data on the misuse rate at child passenger safety checkpoints.

- *Police and/or Traffic Engineering data*

The WTCPSC will work closely with law enforcement officers in the West Tennessee area to reduce the misuse rate in their area. The center will keep track of how many law enforcement officers are certified as CPS technicians in the West Tennessee area. The center will also track checkpoint events conducted with law enforcement offices, how many hours the officers worked, and what the misuse rate is in their area. The information collected will help law enforcement officers in the West Tennessee area conduct their own CPS checkpoints, start tracking their own data, determine if more law enforcement officers need to be certified in their area, and act as a CPS resource center for their community.

- *Cost data*

N/A

*Detail the data analysis technique(s) used to examine the data.*

N/A

## Attachments

## Schedule of Tasks by Quarter

*List performance schedule of tasks by quarters referring specifically to the tasks you provided in the Proposed Solution (part IV) and defining the components of the tasks to be accomplished by quarters. Identify the person(s) responsible for each task. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.*

*1st Quarter (Oct., Nov., Dec.):*

- Maintain a staff trained in the correct use and installation of child safety seats.
- Promote networking and coordination among service providers.
- Attend GHSO Trainers Coordinating meetings to share information and promote child occupant protection projects.
- Attend at least one national meeting or training session throughout the region pertaining to child passenger safety (if applicable).
- Hold at least two check point events in the West Tennessee area.
- Recruit persons for CPS technician certification. Hold at least two 32-hour CPST classes.
- Make contact with at least three community organizations/agencies in the area to promote child passenger safety.
- Maintain child passenger safety databases to track statistics for the West Tennessee area. Hold a quarterly WTCPSC coalition member meeting.
- Maintain a CPS inspection station. Mail out evaluations to parents to monitor CPS performance.
- Conduct three CPS training workshops in the West Tennessee area.
- Develop and maintain an ongoing calendar of CPS events and initiatives throughout the West Tennessee area; place the calendar on the GHSO website and circulate it to CPS technicians.

*2nd Quarter (Jan., Feb., Mar.):*

- Maintain a staff trained in the correct use and installation of child safety seats.
- Promote networking and coordination among service providers.
- Attend GHSO Trainers Coordinating meetings to share information and promote child occupant protection projects.
- Attend at least one national meeting or training session throughout the region pertaining to child passenger safety (if applicable).
- Hold at least two check point events in the West Tennessee area.
- Recruit persons for CPS technician certification. Hold at least two 32-hour CPST classes.
- Make contact with at least three community organizations/agencies in the area to promote child passenger safety.
- Maintain child passenger safety databases to track statistics for the west Tennessee area.
- Hold a quarterly WTCPSC coalition member meeting.
- Maintain a CPS inspection station. Mail out evaluations to parents to monitor CPS performance.
- Conduct three CPS training workshops in the West Tennessee area.
- Develop and maintain an on-going calendar of CPS events and initiatives throughout the West Tennessee area; place the calendar on the GHSO website and circulate it to CPS technicians.

*3rd Quarter (Apr., May, Jun.):*

- Maintain a staff trained in the correct use and installation of child safety seats.
- Promote networking and coordination among service providers.
- Attend GHSO Trainers Coordinating meetings to share information and promote child occupant protection projects.
- Attend at least one national meeting or training session throughout the region pertaining to child passenger safety (if applicable).
- Hold at least two check point events in the West Tennessee area.
- Recruit persons for CPS technician certification. Hold at least two 32-hour CPST classes.
- Make contact with at least three community organizations/agencies in the area to promote child passenger safety.
- Maintain child passenger safety databases use to track statistics for the west Tennessee area.
- Hold a quarterly WTCPSC coalition member meeting.
- Maintain a CPS inspection station. Mail out evaluations to parents to monitor CPS performance.
- Conduct three CPS training workshops in the West Tennessee area.
- Develop and maintain an ongoing calendar of CPS events and initiatives throughout the West Tennessee area; place the calendar on the GHSO website and circulate it to CPS technicians.

*4th Quarter (Jul., Aug., Sep.):*

- Maintain a staff trained in the correct use and installation of child safety seats.
- Promote networking and coordination among service providers.
- Attend GHSO Trainers Coordinating meetings to share information and promote child occupant protection projects.
- Attend at least one national meeting or training session throughout the region pertaining to child passenger safety (if applicable).
- Hold at least two check point events in the West Tennessee area.
- Recruit persons for CPS technician certification. Hold at least two 32-hour CPST classes.
- Make contact with at least three community organizations/agencies in the area to promote child passenger safety.
- Maintain child passenger safety databases use to track statistics for the west Tennessee area.
- Hold a quarterly WTCPSC coalition member meeting.
- Maintain a CPS inspection station.
- Mail out evaluations to parents to monitor CPS performance.
- Conduct three CPS training/workshops in the West Tennessee area.
- Develop and maintain an ongoing calendar of CPS events and initiatives throughout the West Tennessee area; place the calendar on the GHSO website and circulate it to CPS technicians.

## **Attachments**

## **Self-Sufficiency Plan**

*Outline below the plan to ensure that the traffic safety program will become self-sufficient once Federal funding has expired.*



STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION  
Governor's Highway Safety Office

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## SIGNATURE AUTHORITY CONSENT FORM

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I \_\_\_\_\_ as the \_\_\_\_\_ of  
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

\_\_\_\_\_ hereby grant the person(s) identified below signatory authority  
Name of Organization Receiving Grant

for the 2009-2010 grant awarded by the Governor's Highway Safety Office. The following individual or individuals are entitled to sign all grant related documents on behalf of my organization.

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Governor's Highway Safety Office.

\_\_\_\_\_  
Signature of Person Granting Authority

\_\_\_\_\_  
Date



**SUBSTITUTE W-9 FORM**  
**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION**

**1. Please complete general information:**

Taxpayer Name \_\_\_\_\_ Phone Number \_\_\_\_\_  
Business Name (if applicable) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

**2. Circle the most appropriate category below: (please circle only one)**

- 1) Individual (not an actual business)
- 2) Joint account (two or more individuals)
- 3) Custodian account of a minor
- 4) a. Revocable savings trust (grantor is also trustee)  
b. So-called trust account that is not a legal or valid trust under state law
- 5) Sole proprietorship (using a social security number for the taxpayer ID)
- 6) Sole proprietorship (using a federal employer identification number for taxpayer ID)
- 7) A valid trust, estate, or pension trust
- 8) Corporation
- 9) Association, club, religious, charitable, educational, or other non-profit organization (for entities that are exempt from federal tax, use category 13 below)
- 10) Partnership
- 11) A broker or registered nominee
- 12) Account with the US Department of Agriculture in the name of a public entity that receives agricultural program payments
- 13) Government agencies and organizations that are tax-exempt under Internal Revenue Service guidelines (i.e., IRC 501(c)3 entities)

**3. Fill in your taxpayer identification number below: (please complete only one)**

- 1) If you circled number 1-5 above, fill in your Social Security Number.

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

- 2) If you circled number 6-13 above, fill in your Federal Employer Identification Number (EIN).

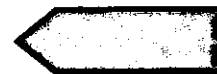
\_\_\_\_\_ - \_\_\_\_\_

**4. Sign and date the form:**

Certification - Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number.  
If I circled category 13 above, I also certify that my agency or organization is tax-exempt per Internal Revenue Service guidelines and  
not subject to backup withholding.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title (if applicable) \_\_\_\_\_





STATE OF TENNESSEE  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
ACH (AUTOMATED CLEARING HOUSE) CREDITS (Not Wire Transfers)

NAME \_\_\_\_\_

Federal Identification Number or Social Security Number \_\_\_\_\_  
(under which you are doing business with the State.)

I (We) hereby authorize the State of Tennessee, hereafter called the STATE, to initiate credit entries to my (our) (select type of account) \_\_\_\_\_ CHECKING or \_\_\_\_\_ SAVINGS account indicated below and the depository named below, hereinafter called DEPOSITORY, to credit the same to such account.

This authority is to remain in full force and effect until the STATE has received written notification from me (or either of us) of its termination in such time and in such manner as to afford the STATE and DEPOSITORY a reasonable opportunity to act on it.

Do you currently receive payments from the State through ACH? \_\_\_\_\_ (Yes or No). If yes, do you intend for this account information to replace other existing account information currently used by the State? \_\_\_\_\_ (Yes or No). If yes, please specify the account that should be changed: ABA No. \_\_\_\_\_ Account No. \_\_\_\_\_  
Is this authorization only for certain types of payments? \_\_\_\_\_ (Yes or No). If yes, please indicate types:

\_\_\_\_\_  
\_\_\_\_\_

Many banking institutions use different numbers for ACH. Please call your bank for verification of ACH transit and account number.

Bank official contacted: \_\_\_\_\_ Phone No. \_\_\_\_\_

DEPOSITORY/BANK NAME \_\_\_\_\_ BRANCH \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_

ACH TRANSIT / ABA NO. \_\_\_\_\_ ACCOUNT NO. \_\_\_\_\_

NAME(S) \_\_\_\_\_  
(Please print names of authorized account signatory)

DATE \_\_\_\_\_ SIGNED X \_\_\_\_\_ SIGNED X \_\_\_\_\_

PLEASE ATTACH A VOIDED CHECK (OR FOR SAVINGS ACCOUNTS, A DEPOSIT SLIP):

PLEASE INDICATE ADDRESS TO WHICH YOU WOULD LIKE YOUR REMITTANCE ADVICES ROUTED WHEN PAYMENTS ARE PROCESSED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact name: \_\_\_\_\_  
Telephone no.: \_\_\_\_\_

FOR STATE USE ONLY:

Contact Agency: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_



## 2010 Certification

Agency Name: \_\_\_\_\_

We certify that \_\_\_\_\_ (agency name),  
agrees to comply with the following:

### BUY AMERICA ACT

The Grantee will comply with the provisions of the Buy America Act (23 USC 101 Note) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

For enforcement Grantees only:

### IACP RULES FOR HIGH SPEED CHASES

The State shall actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date



TENNESSEE DEPARTMENT OF TRANSPORTATION  
DRUG-FREE WORKPLACE POLICY

Illegal and excessive use of drugs has become an epidemic in our state. Any abuse and use of drugs at the workplace are subjects of immediate concern in our society. From a safety perspective, the users of drugs may impair the well-being of all employees, the public at large, and result in damage to property. Drug use may also seriously impair an employee's ability to perform his or her job; therefore, it is the policy of the Tennessee Department of Transportation that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the workplace is prohibited. Any employee violating this policy will be subject to discipline up to and including termination. The specifics of this policy are as follows:

1. The unlawful manufacture, distribution, possession or use of a controlled substance is prohibited in or at the workplace. Such manufacture, distribution, possession or use while on the job or state property will subject the violator to discipline up to and including termination.
2. The term "controlled substance" means any drug listed in 21 U.S.C. 812 and other federal regulations. Generally, these are drugs, which have a high potential for abuse. Such drugs include, but are not limited to, Heroin, Marijuana, Cocaine, PCP, and "Crack". They also include "legal drugs" which are not prescribed by a licensed physician to an alleged violator.
3. Each employee is required by law to inform this agency within five (5) days after he/she is convicted for violation of any federal or state criminal drug statute where such violation occurred at the workplace. A conviction means a finding of guilt (including the plea of nolo contendere) or the imposition of a sentence by a judge or jury in any federal or state court.
4. The Department of Transportation must then notify the U.S. government agency with which the grant was made within the (10) days after receiving notice from the employee or otherwise receiving actual notice of such a conviction.
5. If an Employee is convicted of violating any criminal drug statute while at the workplace, he/she will be subject to discipline up to and including termination. Alternatively, the Department may require the employee to successfully finish a drug abuse program sponsored by an approved private or governmental institution.
6. As a condition of employment or continued employment on any federal government grant, the law requires all employees to abide by this policy.

THE POLICY STATED HEREIN HAS BEEN ADOPTED BY THIS AGENCY IN COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT.

  
\_\_\_\_\_  
COMMISSIONER

07/01/03  
\_\_\_\_\_  
DATE

ACKNOWLEDGEMENT  
DRUG-FREE WORKPLACE POLICY

\_\_\_\_\_, an employee of the  
\_\_\_\_\_, employed through a federal  
government grant, hereby certify that I have received a copy of the Department of Transportation  
policy regarding the maintenance of a drug-free workplace. I realize that the unlawful  
manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited  
in the workplace or on state property and violation of this policy can subject me to discipline up  
to and including termination. I realize that as a condition of employment on such federal  
contract, I must abide by the terms of this policy and will notify the employer of any criminal  
drug conviction for a violation occurring in the workplace no later than five (5) days after such  
conviction. I further realize that the federal law mandates that the employer communicate this  
conviction to the federal agency, and I hereby waive any and all claims that may arise for  
conveying this information to the federal agency.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date





DEPARTMENT OF TRANSPORTATION  
STATE OF TENNESSEE

Governor's Highway Safety Office  
James K. Polk Building  
505 Deaderick Street, 18<sup>th</sup> Floor  
Nashville, Tennessee 37243-0349

Phone: (615) 741-2589

Fax: (615) 253-5523

Date: September 21, 2009

Re: Grant Orientation Workshop

The Governor's Highway Safety Office will conduct its yearly Grant Orientation Workshop Thursday, October 15, Monday, October 26, and Thursday, October 29. It is **MANDATORY** that each organization's project director or the person responsible for the daily activity of the grant and the fiscal officer to attend the one-day session in their region to effectively administer the approved GHSO grant for the new fiscal year, 2009 - 2010.

This year's workshop will be held at three different locations for your convenience. Please check the location that is in your region.

\_\_\_\_\_ Crossville Meeting  
Thursday, October 15  
The Historic Palace Theatre  
72 South Main Street  
Crossville, TN 38555  
Registration begins 8 a.m.

**Crossville Parking:** There will be 2 sites to park. The first site is one block from the Palace Theater on Stanley Street. When you arrive at the Palace Theater on 127, go to the next block and turn right. The Stanley Street parking lot will be on the left. The other parking site will be at the Garrison Ball Park off of Fourth Street. Using the directions to the Palace Theater, turn right at the first traffic light on 127 after you turn from Genesis Rd. Go straight approx. half mile. The ball park will be on right side (shuttle will be standing by at 7am to assist back to the Palace)

\_\_\_\_\_ Jackson Meeting  
Monday, October 26  
Tennessee Agricultural Experiment Station  
West Tennessee Research and Education Center  
605 Airways Boulevard  
Jackson, Tennessee 38301-3200  
Registration begins 8 a.m.

\_\_\_\_\_ Murfreesboro Meeting  
Thursday, October 29  
UT Extension - Rutherford County  
315 John R. Rice Boulevard, Suite 101  
Murfreesboro, TN 37129.  
Registration begins 8 a.m.

Please indicate below the individuals who will be attending the workshop.

Name \_\_\_\_\_ Title \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Agency Name: \_\_\_\_\_

Project Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Please return this form, via fax immediately. (615-253-5523)**

Thank you for your prompt attention to this memorandum. I look forward to seeing you soon.